

State of Michigan
Department of Human Services
Office of Contracts and Purchasing (OCP)
PO Box 30037, Lansing, MI 48909

Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

AGREEMENT NO: RFCJJ xxx
Between
THE STATE OF MICHIGAN
DEPARTMENT OF HUMAN SERVICES
And

CONTRACTOR		PRIMARY CONTACT	EMAIL
xxx		xxx	xxx
CONTRACTOR ADDRESS			TELEPHONE
xxx			- -
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	xxx	- -	xxx @Michigan.gov
OCP Analyst	Colleen K. Cooper	- -	Cooperc5@Michigan.gov

AGREEMENT SUMMARY			
SERVICE DESCRIPTION	Residential Foster Care Juvenile Justice		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
xxx	xxx	xxx	2
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$		
CONTRACT TYPE	Per Diem		

*The effective date of the Contract shall be the date listed in the "Effective Date" box above, or the date of Department of Human Services (DHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and DHS to the terms set forth in this Agreement. Section 291 of the fiscal year 2013 Omnibus Budget, PA 200 of 2012, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Agreement, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The Contractor's signature on this Agreement is the Contractor's certification that verification has and will be performed. The Contractor's signature also certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

FOR THE CONTRACTOR:

xxx

Contractor

Signature of Director or Authorized Designee

Print Name

Date

FOR THE STATE:

DEPARTMENT OF HUMAN SERVICES

Signature of Director or Authorized Designee

Duane Berger

Print Name

Date

Anticipated Annual Total: \$ xxx

This Agreement will be in effect from the date of DHS signature through September 30, 2017. No service will be provided and no costs to the state will be incurred before xxx, or the effective date of the Agreement, whichever is later. Throughout this Agreement, the date of DHS signature or xxx, whichever is later, shall be referred to as the begin date.

I. CONTRACTOR RESPONSIBILITIES

A. Email Address

The Contractor authorizes DHS to use the contact information below to send Agreement related communications. The Contractor shall provide DHS with updated contact information if it changes. The Contractor confirms that this person is either authorized to sign Agreements or is recognized by this organization to assume this responsibility.

Contact email address: xxx

B. Requests for Information

The Contractor may be required to meet and communicate with DHS representatives and from time to time DHS may require that the Contractor create reports or fulfill requests for information as necessary to fulfill the DHS' obligations under statute and/or Modified Settlement Agreement.

C. Licensing Requirements and Provider Numbers

The DHS Bureau of Children and Adult Licensing (BCAL) is the licensing agency for Child Caring Institutions (CCI). A license is issued to a certain person or organization at a specific location, is non-transferable, and remains the property of the Department. Therefore, an institution must be established at a specific location.

The Contractor shall ensure that, for the duration of this agreement, it shall maintain a license for those program areas and services that are provided for in this Agreement. If the Contractor fails to comply with this section, DHS may terminate this Agreement for default.

The Contractor is licensed to provide service under this agreement under the following license number: xxx

MiSACWIS Provider Number: xxx

Bridges Provider Number: xxx

D. Geographic Area to be Served

The Contractor shall provide all services described herein in the following geographic area: Statewide

E. Location of Facility

The Contractor shall provide services described herein in the facilities located at:

xxx

F. Client Eligibility Criteria

1. Eligible clients

Services provided by the Contractor under this Agreement are limited to those youth and families for whom DHS can legally provide care and services and for whom DHS makes a State payment.

County child-care funded children referred to DHS for care and supervision by probate court but for whom DHS may have no legal responsibility to make a payment are also eligible clients.

2. Method for Determination of Eligibility

DHS shall determine the children and families' eligibility and document this in the Juvenile Justice Online Technology (JJOLT), Michigan Statewide Automated Child Welfare Information System (MiSACWIS).

3. Number of Clients to be Served

At no time shall the number of children in care exceed the licensed capacity of the facility specified in the Contractor's license listed in Article 1, Section C. On no day during this Agreement period, shall there be more than xxx children in placement for whom DHS has the responsibility to make a State payment. DHS does not guarantee any minimum number of referrals or children in care at any point in time.

4. Admission Criteria

The criteria for admission shall be outlined in the admission grid located on the Juvenile Justice Online Technology (JJOLT) system. The admission grid shall identify the behaviors and characteristics of children for whom the Contractor may provide services. It is understood by both parties to this Agreement that behaviors of one child or some children in a program can affect the Contractor's ability to serve children who are referred subsequently. It is also

understood by both parties to this Agreement that combinations of behaviors may influence intake decision making.

The DHS Juvenile Justice Assignment Unit (JJAU) shall assign or refer youth to Contractor's programs that most closely meet the youth's security level and treatment needs consistent with the Juvenile Justice Policy and Procedure Manual JJ7 700 and state law (1939 PA 280, MLC 400.115o).

a. Assignment

An assignment is a placement request where the behaviors and characteristics of the youth are within the levels of severity and characteristics that are defined in the Admission Criteria for Juvenile Justice Treatment Program (admission grid) and the program is reporting that there is a vacancy expected within the next 10 days.

The Contractor is expected to accept all assignments.

If the Contractor rejects an assignment, the Contractor shall notify the JJAU via the JJOLT and document the reasons for the rejection in the JJOLT.

The Contractor shall not refuse to accept an assignment without written agreement of the DHS.

If the Contractor has multiple refusals of assignments, DHS shall, at its discretion, require that the admissions grid be revised to better represent the types of youth the Contractor is able to serve.

b. Referral

A referral is a placement request for a youth where the behaviors and characteristics of the youth are outside the levels of severity and characteristics that are defined in the Admission Criteria for Juvenile Justice Treatment Program (admission grid) or where the behaviors and characteristics of the youth are within the levels of severity and characteristics that are defined in the Admission Criteria for Juvenile Justice Treatment Program (admission grid) and the program is not reporting that there is a vacancy expected within the next 10 days.

The Contractor shall not admit any DHS supervised JJ youth who are not assigned or referred for placement by the JJAU.

5. JJAU and the Placement Request Process

The JJAU shall determine whether a placement request is an assignment or a referral.

- a. The Contractor will receive an electronic notification from the JJAU via the Juvenile Justice Information System (JJOLT) that there is a placement request pending. The JJOLT case file is available for the Contractor's review at the time the placement request is sent electronically from JJAU.
- b. If the Contractor is not able to make a decision based on the information available in the JJOLT, the Contractor shall contact the Juvenile Justice Specialist (JJS) or JJAU assignment specialist within one work day and request more information. Additional information may be forwarded to supplement the information in the JJOLT if necessary.
- c. If the Contractor wants to interview the youth prior to deciding whether they can accept the youth for placement, the Contractor shall contact the JJS within one work day to interview the youth and/or family. The interview by the Contractor shall occur at the current placement of the youth.
- d. DHS shall not provide a complete placement request packet to the Contractor prior to the Contractor's acceptance of the youth unless requested by the Contractor.
- e. The Contractor shall respond to the placement request in the JJOLT within five working days of receiving the electronic notification or the hard copy of the placement request packet (when it has been requested by the Contractor to make the decision).
- f. Any refusal, return or rejection of a placement request by the Contractor must be entered into the JJOLT and accompanied by a written explanation in the JJOLT. If the Contractor has received the placement request packet from the JJAU, the Contractor shall return the packet to JJAU immediately upon making the decision to refuse/reject the request. If the Contractor has other documentation, those documents are confidential and shall be destroyed as appropriate unless there is a request to retain them from the JJS or JJAU.
- g. It is understood by both the Contractor and JJAU that behaviors of one youth or some youth in a program can affect the Contractor's ability to serve youth who are referred subsequently. It is also understood by both parties that combinations of behaviors may influence intake decision making.
- h. If the placement request is not acceptable to the court, or if the JJAU is provided with documents that eliminate the possibility of the youth being placed with the Contractor selected by JJAU, the placement request will be withdrawn by JJAU. Depending on the individual situation, the JJAU will

proceed according to the parameters provided by the committing court and JJS.

If either the JJS or the Contractor disputes a placement request, they shall follow the appeal process as outlined in the DHS JJ Policy and Procedure Manual JJ7 700.

<http://www.mfia.state.mi.us/olmweb/ex/jj/Public/JJ7/700.pdf>

- i. If a youth is accepted for placement, the Contractor shall enter the projected admission date when responding to the JJAU in the JJOLT. The date shall be within 10 days of acceptance for assignments, and within 30 days for referrals.
- j. If the placement requires an exception request approval from the BCAL, JJAU shall make the exception request on the behalf of the JJS. If the exception is approved and the placement is made, any extensions to that approval will be requested by the JJS.

Exceptions shall be required:

- i. For youth who have not been adjudicated and who are court wards for neglect or abuse
- ii. For youth who are from a county of jurisdiction that is outside of the Contractor's geographic area served
- iii. If the admission would cause the number of DHS youth accepted in the program to exceed the number of youth allowed by the agreement or
- iv. If the youth is outside the age range indicated on the admission grid.

If the Contractor accepts an abuse/neglect youth or dual ward for care, the Contractor must comply with DHS Children's Foster Care Online Manual requirements and the applicable requirements of the Modified Settlement Agreement.

G. Program Statement

The Contractor shall provide DHS with copies of its program statements for the program covered under this Agreement. The program statement shall comply with the requirements of DHS BCAL standards specific to the license listed in Section I., C. and with all federal laws related to the mixing of abuse/neglect and juvenile justice programs.

The Contractor shall inform DHS of any changes made to the program statement at any point during the term of this Agreement and provide copies of the new statement to DHS.

H. Credentials

The Contractor shall assure that all staff performing functions under this Agreement, including contractor employees, volunteers and/or subcontractors, are appropriately screened, credentialed, and trained. Additional staff requirements are identified in Section I. J 6. of this Agreement.

I. Compliance Requirements

1. Throughout the term of this Agreement, the Contractor shall maintain the capability to provide services as specified in the treatment plan for each youth and his/her family accepted for care 24 hours a day, 365 days a year.

The Contractor shall comply with all applicable DHS Juvenile Justice policy Manual (JJ) and DHS JJ policy amendments (including interim policy bulletins).

DHS policies, amendments and policy bulletins, are published on the following internet link: <http://www.michigan.gov/dhs>

Throughout the term of this Agreement, the Contractor shall ensure that it provides all applicable DHS policy and DHS policy amendments (including interim policy bulletins) to residential staff. The Contractor shall ensure that residential staff complies with all applicable requirements.

2. Residential treatment with gender specific programming for ages xxx through xxx which integrates:
 - a. A structured and ongoing process of assessment for criminogenic risk and treatment needs,
 - b. Evidence-based treatment interventions for criminal behavior,
 - c. Specialized evidence-based treatment interventions for co-occurring issues including substance abuse, sexual offending behavior and behavioral health,
 - d. Family therapy and outreach, and
 - e. Comprehensive re-entry planning and services (see section regarding reentry).
3. The contractor shall provide services within the framework of Michigan's Child Welfare Practice Model, MiTEAM. The Contractor shall utilize the skills of engagement, assessment, teaming and mentoring in partnering and building trust based relationships with families and children by exhibiting empathy, professionalism, genuineness and respect. Treatment planning shall be from the perspective of family/child centered practice.

4. Services provided under this Agreement shall be trauma informed and based on evidence and best practices to effect optimal outcomes.

A child welfare trauma-informed approach understands and recognizes that the vast majority of children in residential care have experienced complex trauma, which can significantly harm individual and familial development. In response, the Contractor shall educate parents and caregivers on the potential developmental impact of trauma, screen children for trauma, refer children and parents for clinical trauma assessments, collaborate with mental health providers to link children to evidence-based and supported trauma services, develop resiliency-based case plans and recognize the necessity of building workforce resiliency both at the individual staff and organizational levels.

Services must be delivered according to each child's assessed needs with interventions aligned with the identified needs and desirable outcomes. Resources for Evidence based interventions and practices can be found at:

- a. American Academy of Pediatrics; www.aap.org/mentalhealth (Key APP Resources)
- b. SAMHSA's National Registry of Evidence-based Programs and Practices; www.nrepp.samhsa.gov
- c. California Evidence-Based Clearinghouse for Child Welfare; <http://www.cebc4cw.org>
- d. The National Child Traumatic Stress Network; www.NCTSN.org

J. Services to be Provided

1. Residential Care

The Contractor shall ensure that each child in its care shall be provided with the elements of residential care outlined in the DHS BCAL standards specific to the license listed in Section I.C. of this Agreement.

The referring DHS JJS/Child Case Worker and JJAU shall identify a program type for each child in its care based on the child's assessment of risk, needs and strengths as well as the treatment plan. The program types are as follows (see Attachment A):

- a. General Residential
- b. Sexual Offender/Sexually Reactive Treatment
- c. Mental Health and Behavior Issues
- d. Developmentally Disabled and Cognitively Impaired Program
- e. Substance Abuse Rehabilitation

Definitions, symptomology, and program specific services which the Contractor must make available to each child in its care are listed in Attachment A.

2. Standardized Assessment Tools:

The Contractor shall utilize the following assessment tools to assess the child's overall progress in functioning while in the residential program:

- a. Child Assessment of Needs and Strengths (CANS)
- b. Ansell Casey Life Skills or Daniel Memorial Assessment (For children 14 years of age and older)

The Contractor may utilize additional standardized and reliable assessment tools to assess overall progress in functioning. Additional program specific assessment tools are identified within each program type in Attachment A.

The Contractor shall administer the assessment tools within 30 calendar days of admission, and quarterly thereafter until planned discharge. An unplanned discharge is defined as an immediate (one calendar day or less) move from the Contractor's program as directed by the court or caseworker. Children who are Absent Without Legal Permission (AWOLP) are also considered an unplanned discharge.

Throughout the term of this Agreement the Contractor shall maintain the capability to provide services 24 hours a day, 365 days a year as specified in the treatment plan for each child and his/her family accepted for care.

The range of services specified within each residential care program type establishes a range and number of services to be provided. Services provided to each child shall be individually determined based on the CANS, and shall be documented in the child's treatment plan.

3. Intake Process

- a. Upon accepting the placement request, the Contractor shall contact the JJS/Child Case Worker within one work day and arrange for admission.
- b. Upon admission, the Contractor shall enter the admission date in the JJOLT system in the JJAU placement request document. This will enable the Contractor to create treatment plans and maintain all case information in the JJOLT.
- c. The Contractor shall not admit a youth for placement prior to the completion of an Individual Service Agreement (DHS-3600) by both the Contractor and the JJS/Child Case Worker. The DHS-3600 shall clearly identify the JJS/Child Case Worker responsible for ongoing monitoring of the youth's care. The DHS-3600 shall state whether the Contractor or JJS shall be responsible for ongoing service to the youth's family.

- d. DHS staff shall not be required to complete an application or other Contractor forms for inclusion in the agency case record or agency files or for any other purpose. DHS staff shall not be required to sign releases except as noted in JJ2 290 <http://www.mfia.state.mi.us/olmweb/ex/html/>.

4. Criminogenic Rehabilitation Services

- a. Incoming youth will be assessed using an approved criminal risk and treatment needs assessment instrument. The results of this assessment will be utilized to formulate an individualized plan of treatment.
- b. Specialized assessment instruments will be administered to determine the need for specialized treatment services such as sexual offending treatment, substance abuse treatment or behavioral health treatment. The results of these assessments will be addressed in the individualized treatment plan.
- c. Evidence-based treatment interventions will be utilized to attain specific targeted behavioral outcomes for both criminal and specialized treatment. A manual of utilized treatment modalities, identifying both treatment process and content, will be maintained and updated and forwarded to the Department for review on an annual basis.

5. Program Type Redetermination

A child's program type may be changed upon completion of a reassessment of the child's functional status and as recommended by the child's treatment team. The request for change in program type must be submitted in writing to the DHS worker or supervising case manager with placement responsibility and approved by the foster care supervisor. The request shall include: child's identifying information, program type recommended, reason for recommended program change, how the new program is in the child's best interest, plan to prepare the child for transition, and projected discharge date plan.

The DHS worker or supervising case manager with placement responsibility shall notify the Contractor in writing of a decision within 15 working days of receipt of the request.

6. Staffing

The Contractor shall provide trained staff sufficient to adequately fulfill the terms of this Agreement and shall demonstrate a good faith effort to recruit and employ staff that reflect the racial, ethnic and cultural composition of the Contractor's client population.

a. Child Care

Child care is defined as those activities necessary to meet the daily physical, social and emotional needs of the child. Specific direct care staffing ratios are defined within each program category within Attachment A.

- i. Provide a minimum of a half-time (.5 FTE) Permanency/Educational Specialist position for every eight youth. Refer to Section I.K . number 13(f) and 16 of this agreement for expected activities.
- ii. Assure the availability, within 10 minutes, of on-call Contractor support staff or contracted staff for emergency assistance at all times.
- iii. Have available to all staff a written emergency plan for contacting police, fire, or emergency medical staff.
- iv. Develop and implement standard operating procedures relative to emergency planning which is shared with all staff and contains at a minimum the following:
 - a) Procedures that provide direction to staff encountering the following situations:
 - 1) Bomb threat/device
 - 2) Chemical spill
 - 3) Fire
 - 4) Natural disaster (tornado, heavy snow, flood, etc.)
 - 5) Loss of utilities (heat, electricity, water, or other power outages)
 - 6) Other disruptions (hostage situations, armed intruders, etc.)
 - b) A list of emergency telephone numbers (Police, Fire Department, Ambulance and Utilities)
 - c) Clear direction:
 - 1) For emergency evacuation, including type of evacuation and exit route assignments.
 - 2) To employees who remain to operate critical plant operations before they evacuate.
 - 3) To employees performing rescue or medical duties.
 - 4) To ensure notification of administration.
 - 5) To account for all youth and staff
 - 6) For contacting emergency services.
 - 7) Notification of the department of the emergency no later than the next business day.

Directions must be placed in areas readily available to staff. The Contractor shall review and annually update (or more frequently as needed) the emergency plans and written directions.

b. Staff Education and Experience Qualifications

- i. All program staff shall possess the following minimum qualifications:

- a) A non-judgmental, positive attitude toward children with mental health and behavioral problems
- b) Training, education and experience in the area of human services
- c) Experience working with at risk children and families
- d) Cultural and ethnic sensitivity, as well as diversity competency
- e) Knowledge of and skills in the area of mental health, substance abuse, child sexual behavior and child development
- f) Ability to engage with, and relate to, children with multiple problems
- g) Skills in crisis intervention, assessment of potentially violent situations and short-term goal setting
- ii. Therapy services shall be provided by one of the following:
 - a) Licensed Master's Level Social Worker
 - b) Licensed Master's Level Counselor
 - c) Limited License Master's Level Psychologist
 - d) Licensed Psychologist, Ph.D.
 - e) Limited License Master's Level Counselor or Limited License Masters Level Social Worker under the supervision of a Licensed Counselor or a Licensed Masters Level Social Worker
 - f) Individuals with a Master's Degree in psychology, counseling, or social work under the supervision of a Licensed Counselor, Licensed Masters Level Social Worker or Licensed Psychologist, Ph.D.

If therapy services are subcontracted, the Contractor must ensure the subcontracted provider has the appropriate credentials outlined in this Agreement.

- iii. The Educational Planner/Permanency Planning Specialist must have a bachelor's degree in a human services field.

c. Staff Training Requirements

The Contractor shall provide 50 hours of training during a new hire's first year of employment. The Contractor shall provide a minimum of 40 clock hours within the first 30 calendar days of employment. Sixteen of the 40 hours of training shall occur prior to direct care staff having contact with youth. The remaining hours shall be completed prior to the end of the first year of employment.

- i. Orientation shall include topics identified in R400.4128, as well as the Child Protection Law, Mandated Reporting Requirements, Family/Child/Youth Engagement, Interpersonal Communication, Appropriate discipline, crisis intervention, child handling and de-escalation techniques and basic group dynamics.

A minimum of 25 hours per year of staff development shall be provided to direct care staff.

Annual training topics shall be selected from but not limited to the areas identified in R400.4128 and the following:

- a) Working as part of a team.
- b) Relationship building.
- c) Family/Child/Youth Engagement.
- d) Understanding and analyzing problem behaviors.
- e) Positive Behavior Support.
- f) Setting Clear Limits.
- g) Interpersonal communication.
- h) Appropriate discipline, crisis intervention, and child handling and de-escalation techniques.
- i) The significance of the birth family, value of visitation, importance of attachment and strengthening family relationships, impact of separation, grief and loss issues for children in foster care, and children's need for permanency.
- j) Understanding and recognizing the emotional and behavioral issues and/or physical needs of abused/neglected children.
- k) Medication Management: Administration, monitoring, recording, secure storage, medication side effects and procedure for reporting side effects, medication reviews and process for obtaining informed consents for medication changes.
- l) Cultural competency.
- m) Effects of trauma.
- n) Suicide prevention and/or intervention.
- o) Child Development.
- p) Trauma informed practices.
- q) Strength-based interventions and interactions.
- r) Defusing threatening behaviors.
- s) Solution focused assessment and case planning.

All program staff will be trained to serve as a role model for appropriate social skills, prioritizing needs, negotiation skills, accessing local resources, hygiene and grooming preparation, food preparation and anger management.

All program staff shall be provided with annual trauma-focused program training to maintain a trauma-informed milieu and treatment environment. Trauma-focused programming must be based on an evidence-based, evidence-informed or promising practice treatment model.

7. Reporting

a. Initial Treatment Plan

Within 30 days of admission, the Contractor shall complete an ITP using the DHS ITP format as defined in the DHS Policy and Procedure Manual and provided in the JJOLT. Criminal risk and specialized assessment results, identified treatment interventions and targeted behavioral outcomes, will be included in the initial Treatment Plan. This shall be completed in the JJOLT and a hard copy provided to the local DHS within five days of completion.

b. Ongoing Treatment Plans

i. Within 120 days of each youth's admission, the Contractor shall complete a UTP using the format provided in the JJOLT. A new UTP shall be completed within 90 days of the previous UTP. Progress toward achievement of targeted outcomes and changes to types or dosage of selected treatment interventions shall be documented in ongoing treatment plans. A hard copy of each treatment plan must be provided to the JJS within five days of completion.

ii. For a planned release, the Release Plan (RP) shall be completed prior to the Release Hearing and hard copies made available to the local DHS office, the court, the youth and the family. Within 10 working days of a youth's release from the facility the Contractor shall complete a Treatment Program Termination Form in the JJOLT and provide a hard copy to the JJS/Child Case Worker. For an unplanned release, the Release Plan shall be completed within 10 working days of a youth's release and a hard copy provided to the JJS.

c. The Contractor shall complete and submit to DHS, medical, dental and all other reports as specified in the DHS-3600. If the youth remains in the Contractor's care beyond 10 months, the Contractor shall participate with DHS in completing a new DHS-3600.

d. Critical Incidents

i. The Contractor shall report any arrest, serious injury or illness requiring hospitalization of a youth, or any other unusual legal or medical incident involving a DHS supervised JJ youth in placement to the JJS/Child Case Worker and the youth's parent or designated emergency contact person, and the DHS Juvenile Programming Director within 24 hours of the incident and confirm the information, in writing, within five working days.

ii. The Contractor shall immediately verbally report the death of a youth to the youth's parent or designated emergency contact person, the

JJS/Child Case Worker, and the BJJ Director. This shall be confirmed in writing to JJS/Child Case Worker within five working days.

- e. When a Contractor has a resident whose case file indicates there is a "Victim Notification" requested by the court or victim, the Contractor shall have the responsibility for victim notification per Crime Victim's Rights 1985 PA 87, as amended.
- f. The Contractor shall maintain client case files in accordance with the administrative rules for Child Caring Institutions, R 400.4101-4666.
- g. The Contractor shall be responsible for maintaining an up-to-date electronic case file in the JJOLT system including but not limited to:
 - i. JJAU placement request information and notices,
 - ii. Demographic information,
 - iii. All elements of treatment plans. including case notes and the strength and need and risk reassessment information,
 - iv. Incident reports, and
 - v. Escape and apprehension information.

The Contractor shall ensure confidentiality of the JJOLT consistent with state and federal statute and rules.

- h. The Contractor shall maintain a current admission grid in JJOLT. Any changes to the admission grid must be approved by BCAL before changes will take effect.
 - i. Contractor shall maintain, on a daily, basis an accurate report of the number of vacancies expected within the next 10 days in the JJOLT. The vacancy report shall be updated on at least a weekly basis.
 - j. The Contractor shall comply with all requirements of the Crime Victim's Rights Act, 1985 PA 87, as amended, known as Victim's Rights law (MCL 780.751 to 780.828 as amended). DHS JJ Policy and Procedure Manual 2 260.
 - k. Restraint and Seclusion: The Contractor must report incidences of seclusion/restraint using the Corporal Punishment, Seclusion, or Restraint Notification Form, in the JJOLT System.
8. Transitional Service With the Youth After She/he Leaves Placement
- a. In a Planned Release, the Contractor shall:

- i. Complete and distribute the Release Plan to the JJS/Child Case Worker, the court and the family prior to the Release Hearing.
- ii. Upon release from the program, complete the Treatment Program Termination Form in the JJOLT and provide a hard copy to the JJS/Child Case Worker, with an assessment of the youth/family situation within 10 working days of the youth leaving residential care, as specified in DHS JJ Policy and Procedure Manual, JJ2 230.
- iii. Complete the Release Plan and provide a hard copy to the JJS. Plans to address remaining treatment needs shall be included in the Release Plan.
- iv. Medical information, including a medication regime must be given to the responsible party at the time of release.

Youth with a medication regime must have at least five days of medication provided to the responsible party to whom the youth is released, including written information from the prescribing physician explaining the reason the youth is taking each medication.

- v. The Contractor shall:
 - a) Work with the JJS/Child Case Worker to establish a full continuum of services for youth upon release from the Contractor's facility to the community.
 - b) Document the reintegration plan and supportive services that have been arranged in the youth's community in the Release Plan.
 - c) Provide follow-up services that include at least one home visit per month for six months to assist the youth and family in establishing family equilibrium unless otherwise specified on the DHS-3600.
 - d) Track individual youth for Program Performance Objectives as identified in Section L. below (Program Performance Objectives), for at least 6 months following placement release.
 - e) Submit a final report to JJS/Child Case Worker, within 90 days of release, which updates the case information through the 60 day transition period. The final report shall provide an update to the RP, including family contacts, collateral contacts, agency and family activities to achieve unmet goals and objectives and an assessment of the youth/family situation at the end of the 60 day transition period.

9. Release Prior to Program Completion

If the Contractor requests removal of the youth from placement prior to the youth successfully completing the treatment goals, the Contractor shall

continue services to the youth for at least 30 work days following written notification to the local DHS worker of the decision to terminate the youth from placement.

Note: In order to avoid termination of placement, to provide adequate care to the youth and to define those youth who need specific, additional resources, the Contractor shall not issue a 30-day replacement notification request until contact has been made with the local DHS office worker (JJS/Child Case Worker) supervising the youth and the DHS BCAL analyst. These parties shall work to explore resources available to preserve the placement and meet the needs of the youth.

The Contractor may request DHS remove a youth from the Contractor's program in less than 30 days only in the following situations:

- a. Behaviors, or the intensity of behaviors, which endanger the youth or others were not evident or made known to the Contractor before, or at time of, admission,

AND

- b. The behavior considered dangerous to self or others is significantly deviant from what the Contractor has specified as acceptable in the admission grid contained in this Agreement

AND EITHER

- i. The youth physically attacks other persons and requires ongoing restraint to prevent harm to self or others,

OR

- ii. The youth makes an overt suicide attempt and hospitalization is necessary.

Note: Non-physical disruption of, or non-cooperation in the program is not sufficient reason for the Contractor to request immediate removal of a youth.

When a youth who must be terminated from the Contractor's care is in need of further residential treatment, the Contractor shall cooperate with DHS in the identification of specific treatment needs and possible alternative placements.

The Contractor shall provide services to a youth and the youth's family until:

- a) Release is approved by the Circuit Court, or
- b) DHS approves another placement.

10. Legal or Court Related

The Contractor shall cooperate with the JJS/Child Case Worker responsible for placement of the child in matters relating to any legal or court activities concerning the child. These activities may include, but are not limited to:

- a. Transportation of the child to and from court hearings.
- b. Supervision of the child during transport or while present at the hearing.
- c. Court testimony, recommendations, and reports to the court as requested by the court.

Safety of the child must always be a priority concern when considering the child's transportation needs. If determined that a child is presenting safety concerns and is unable to be safely transported to a court hearing, the Contractor shall immediately notify the child's Lawyer Guardian ad Litem (LGAL) and DHS or supervising case manager responsible for the child's placement.

11. Behavior Management

The Contractor shall not use Positive Peer Culture, peer-on-peer restraint, chemical restraint, or any form of corporal punishment.

The Contractor shall have a behavior management policy consistent with Licensing Regulations (R400.4101, et seq) that shall be directed toward positive behavior development and which shall exclude and prohibit any form of corporal punishment of any youth in care. Discipline practices and treatment plans shall conform to the Contractor's behavior management policy and protect youth due process rights.

12. Grievance Procedure

The Contractor shall have an objective grievance policy and procedure that is made well known, protects confidentiality, and is easily accessible to all youth and families. This policy must provide timely resolution of all concerns, disagreements, complaints, and grievances made by youth and/or their parents.

Contractors providing secure facilities that utilize isolation or confinement must have due process requirements included in the policy and procedures for their facility.

13. Escape Procedures for Juvenile Justice Youth

The Contractor shall have a clearly defined process for determining when a child has escaped from the placement. The process shall delineate how the facility and grounds are searched, what personnel will be involved in the

search, and how the conclusion will be made that the child has escaped from the placement.

The Contractor shall comply with DHS JJ Policy and Procedure JJ2 260 regarding the responsibilities for reporting Escape and obtaining apprehension orders. In addition, the Contractor shall take the following actions to prevent or control such occurrences:

- a. Provide quarterly training for staff regarding facility escape protocols and measures to avoid escapes.
- b. Report any escape of a DHS supervised youth immediately to local law enforcement.
- c. Upon confirmation of the escape, provide immediate verbal notification to the JJS/Child Case Worker, the family or emergency contact person, the court of jurisdiction and the victim.

A victim notification letter is to be sent to the victim from the Contractor regardless of whether telephone contact has been made.

- d. Upon confirmation of an escape of a DHS supervised youth, the Contractor must provide escape information to the DHS Juvenile Programs Director which would include date, name, age, county of commitment, facility, committing offense and any other significant information surrounding the escape(s). This notice must be communicated electronically to BJJ via the JJOLT but may also be sent by Fax to: 517 241-5832.
- e. The Contractor shall enter the apprehension information in the JJOLT when that information becomes available to the Contractor if the Contractor still has access to that youth's file.
- f. The Contractor shall review their Escape Status Report in the JJOLT and update individual youth information at least monthly or as needed.

14. Independent Living Preparation

Independent living preparation is defined as a comprehensive and coordinated set of activities that will assist all youth in preparing for a state of independence or providing care of oneself socially, economically, and psychologically.

The Contractor shall provide Independent Living activities for all youth which shall include, but are not limited to: budgeting and money management; employment seeking skills; communication skills; relationship building; health and hygiene; household maintenance and upkeep; educational assistance; preventive health services; parenting skills and accessing community services.

The Contractor shall identify Independent Living activities in the child's Residential Initial Treatment Plan and Residential Updated Plan regularly. For youth with developmental disabilities, the contractor shall provide relevant adult self-care, daily living skills, community engagement and mobility skills within the aforementioned domains.

15. Behavioral Health Services

The contractor shall provide a defined, quality behavioral health services program to meet the behavioral health needs of the youth.

- a. This program will include clinical assessment, DSM V (or subsequent version) diagnosis where applicable, and an identified treatment regimen to include group and/or individual counseling, psychotherapy or psychopharmacologic treatment as indicated.
- b. Youth having significant Emotional Stability and/or Social Skills needs as indicated on the Youth Strength and Needs Assessment shall have specified goals and objectives related to emotional stability and social skills documented in their treatment plans.
- c. A mental health professional shall review and update youth behavioral health services treatment plans on a monthly basis and document the review in the JJOLT Clinical Case Notes. The review shall also be documented in the treatment plans as part of the progress notes.

A mental health professional means an individual who is trained and experiences in the area of mental illness or developmental disabilities and who is one of the following:

- i. A physician who is licensed to practice medicine or osteopathic medicine and surgery in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838
- ii. A psychologist licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838
- iii. A registered professional nurse licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.18838
- iv. A master's social worker licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838

- v. A professional counselor licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838
- vi. A marriage and family therapist licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838

16. Inclusion and Involvement of parents, other family members, or caregivers:

Families and placement caregiver(s) shall be included as extensively as possible from the beginning of the admission process through discharge, transition and aftercare. Families and caregiver(s) shall be supported and involved in all aspects of the child's treatment and reintegration planning whenever possible. Family and caregiver(s) involvement shall remain the center of the child's programming. All services shall be provided in a manner that ensures children, families and placement caregiver(s) receive comprehensive, culturally competent interventions.

The Contractor shall, in accordance with each child's individual treatment plan:

- a. Include the family (birth, relative, identified adult support or permanent caregiver) in the development of the Residential Initial Treatment Plan and specifically document the family's involvement in the service plan.
- b. Provide routine transportation and flexible hours to meet the family's time schedule to facilitate the family's accomplishment of the treatment goals. Routine transportation is defined as any travel, including travel for family visitation, required by the child or family for treatment purposes which occurs in the Contractor's geographic area to be served, that may not reasonably be provided by the parents or other funding source. The Contractor shall coordinate/collaborate with the JJS or youth case manager with placement responsibility to resolve transportation barriers.
- c. If the distance of a family from the agency is identified as a barrier, describe the agency's plan to reduce the barrier to ensure ongoing family contact.
- d. Provide an identifiable area for family visits which offer privacy and comfort.
- e. In collaboration with the agency responsible for placement, allow for sibling visitation and other required sibling interaction and provide supported intervention, based on the child's treatment needs, to encourage and strengthen sibling relationships.
- f. Include a specific plan to address the family's needs, to assist the family in meeting the needs of the child in placement, and to attain the family goals,

as well as delineation of roles of the Contractor, assigned case manager(s), and family to accomplish these goals.

- g. Include the family (birth, relative, identified adult support or permanent caregiver) in the development of a community reintegration plan and specifically document the family's involvement in this plan.
- h. Withholding of family contact (in any form) as a method of discipline is prohibited.

17. Religion and Cultural

The Contractor shall respect the religious preference of the child and his/her parent(s) or legal guardian.

The Contractor shall ensure each child is afforded opportunities to attend religious services or activities in his/her religious faith of choice. The Contractor shall arrange for or ensure reasonable means are provided for transportation of a child to services or activities on or off site. Safety of the child must always be a priority concern when transporting and supervising children.

The Contractor shall not require or coerce a child to participate in religious services or activities, shall not discipline, discriminate against, or deny privileges to any child who chooses not to participate. The Contractor shall recognize and take into consideration the racial, cultural, ethnic and religious backgrounds of a child when planning various activities or religious activities.

18. Education

The Contractor shall ensure every youth is provided with appropriate educational services. Those services shall be provided in accordance with the requirements set forth in the DHS Bureau of Children and Adult Licensing standards for the license specified in Section I. C. of this Agreement.

In addition, the contractor shall:

- a. Collaborate with the child's identified school to screen for possible educational disabilities; and if a disability is suspected, refer the child for an Individual Education Program Team (IEPT) evaluation within the first 30 calendar days to assess, plan and place the youth in the most appropriate educational/vocational program.
- b. Request prior educational assessments within 30 calendar days of placement to assist in assessing the current educational needs. Documentation of diligence in requesting records must be included in the youth's file.

- c. For youth with identified disabilities for whom discharge is planned, an exit review of the educational plan shall be initiated at least 30 calendar days prior to discharge and forwarded to the assigned case manager.
- d. Assure that program staff is available to the school program in crisis situations to assist in managing the crisis or to call for assistance.
- e. Notify the school administration where the youth is enrolled, in writing, of the name of the person who is supervising the child's Juvenile Justice case and who is responsible for attending IEPT meetings. Documentation of the notification is to be contained in the Education section of the youth's delinquency case record.
- f. For youth suspended from or expelled from school, or who have passed their General Education Development (GED) test, the program shall provide or arrange for structured educational and/or vocational activities (i.e., structured homework time, additional reading or writing activities, independent study assignments and independent living skills).
- g. Take an active role in monitoring and maintaining school progress for youth whether or not they attend a structured school program. Interventions may include, but are not limited to, obtaining school assignments, monitoring completion of homework and additional tutoring.
- h. Provide advocacy and service planning for youth that are expelled.
- i. Maintain at least monthly contact with the school to monitor the youth's progress.
- j. Ensure that if the Contractor operates an on-grounds school, the school is in compliance with Michigan's Department of Education rules and requirements.
- k. Provide tutorial services to an individual child, as necessary, based on the child's Individualized Education Plan (IEP) or treatment plan. Tutorial staff must have appropriate educational credentials to provide tutorial services. Appropriate educational credentials are determined by the Contractors Educational Planner.

19. Medical and Dental Care

The Contractor shall assure that each child receives routine and non-routine medical and dental care as required in the DHS BCAL standards for the license specified in Section I. C. In addition, the Contractor shall assure that specific health care is provided, including:

- a. Rehabilitative, physical or dental procedures by medical personnel as necessary.
- b. Utilization of enrolled Medicaid providers or a board certified physician or dentist volunteering his/her time for health procedures.
- c. Provision of medication as prescribed by a treating physician. Agency must have a Standard Operating Procedure for dispensing and storage of medication.
- d. Special diets provided as needed and regularly reassessed utilizing appropriate specialized personnel.
- e. The Contractor shall forward the above-BCAL required medical and dental examination reports to the JJS/case manager within five working days of completion.

20. Wardrobe/Personal Possessions

The Contractor shall assure that each child has an adequate wardrobe as defined by and documented on the Clothing Inventory Checklist (DHS-3377) while in placement and upon leaving placement. When the child is absent or at the conclusion of the placement, the Contractor shall have a process in place to keep the child's wardrobe and possessions safe until claimed by the child or DHS. If the possessions are not claimed within 90 calendar days, the Contractor may dispose of the items at its discretion.

21. Recreation Activities

The Contractor shall provide daily access to appropriate recreation activities as defined by DHS BCAL standards for the license specified in Section I. C. of this Agreement.

22. Related Services

The Contractor shall provide the following in accordance with the treatment plan for each individual child. The costs of these elements may be billed to the child's medical insurance provider if the service is covered. If not, the costs are to be covered by the per diem reimbursement rate:

a. Psychological Services

Psychological services are defined as various professional activities or methods, provided by a licensed Masters Social Worker, licensed Professional Counselor, licensed psychologist or a limited licensed psychologist, including therapy with children individually or in groups,

consultation with staff, administering and interpreting psychological tests and work with families.

- i. The Contractor shall provide psychological services to an individual child on an as needed basis, per the child's Residential Initial Treatment Plan or Residential Updated Treatment Plan.
- ii. The Contractor shall provide psychological testing as necessary for assessment and treatment planning.
- iii. The Contractor shall provide psychological consultation to staff as necessary to assist staff in understanding the child's background or needs, test results, implications for treatment and interventions most appropriate for the child.

b. Psychiatric Services

Psychiatric services are defined as various professional activities or methods, performed by a licensed physician with expertise in mental/behavioral health care as evidenced by:

- i. Certification in Child and Adolescent Psychiatry by the American Board of Psychiatry and Neurology (ABPN), or
- ii. Certification in general psychiatry by the ABPN and clinical experience with children and adolescents.

Services may include diagnostic assessment, individual psychotherapy with evaluation and management, medication review with minimal psychotherapy, individual or group therapy with the resident(s) and consultation with agency staff.

- a) The Contractor shall provide psychiatric services to an individual child, on an as needed basis, according to the child's Residential Initial Treatment Plan or Residential Updated Treatment Plan. The Contractor shall engage the parent(s) in the initial and ongoing evaluation process.
- b) Within 45 calendar days of the child's placement, the psychiatrist must assess the youth and coordinate with the licensed clinical personnel completing the psychosocial assessment. A review of the child's medication history and current needs and prescription or adjustment of medications and dosage as necessary must occur. Telepsychiatry may be used when a local psychiatrist is not available.
- c) After the first 45 calendar days of a child's placement, ongoing review of the child's current medical needs and prescription or adjustment of medications and dosage as necessary must occur.

Telepsychiatry must be used when a local psychiatrist is not available. Appropriate consent must be obtained for administration to a child of each psychotropic medication. The Contractor shall follow JR3 #340 Psychotropic Medications.

- d) Psychotropic Medication must be prescribed or adjusted by a child/adolescent psychiatrist or a psychiatrist with experience working with children and adolescent youth or the child's primary care physician if a psychiatrist is not available via telepsychiatry. For temporary wards, the child's parents must be engaged in the consultation either in person or by phone conference.
- e) The Contractor shall provide psychiatric consultation or supervision of Contractor staff as necessary to assist staff in understanding the results of the psychiatric evaluation(s), implications for the child's treatment and identification of treatment interventions most appropriate for the child.

23. Prison Rape Elimination Act

The contractor shall comply with all provisions of the Prison Rape Elimination Act (PREA). Compliance with PREA will be monitored by BCAL. Actions should be taken and documented that:

- a. Ensure staff training on PREA compliance
- b. Ensure a readily available objective reporting and investigation procedure
- c. Ensure youth knowledge of PREA regulations
- d. Ensures all volunteers, employees, contractors and other regular facility visitors with resident contact have been screened in compliance with PREA standards.

K. Program Performance Objectives

During the contract period the Contractor shall work toward the achievement of the standards listed below. If, based on an evaluation of submitted data, there is a gap between the performance of a Contractor and the performance objective, the Contractor shall within 90 days of receiving the data from DHS develop a plan to eliminate the performance gap.

- 1. Eighty five percent of all youth released will be planned releases.
 - a. Outcome: To provide all youth under the supervision of DHS placed in residential treatment facilities continuity of quality treatment services.
- 2. Eighty five percent of all planned releases will demonstrate academic gains and/or credits commensurate with length of stay in the program.

- a. Outcome: All youth under the supervision of DHS in juvenile justice residential treatment centers will have access to comprehensive, appropriate and quality education programs as outlined in federal and state guidelines.
3. Ninety five percent of all planned releases will demonstrate socio-emotional improvements as evidenced by gain scores on the CANS or other agreed upon/mandated standardized assessment tool.
 - a. Outcome: All youth under the supervision of DHS in juvenile justice residential treatment centers will receive effective therapeutic treatment services.
4. Eighty five percent of planned releases will remain in an approved, community based living environment 6 months post release
 - a. Outcome: To provide all youth under the supervision of DHS continuity of quality treatment services following program release.
5. Eighty five percent of planned releases will remain free of any new criminal charges 6 months post release.
 - a. Outcome: All youth under the supervision of DHS in juvenile justice residential treatment centers will receive quality therapeutic treatment services and community reintegration services.
6. Eighty five percent of planned releases will demonstrate productivity 6 months post release as evidenced by employment, enrollment in school, vocational training and/or other structured paid or volunteer educational/vocational program.
 - a. Outcome: All youth under the supervision of DHS in juvenile justice residential treatment centers will receive quality reintegration services following program release.

L. Billing Method

The Per Diem Billing Method shall be used in claiming reimbursement under this Agreement. The Contractor shall be reimbursed for care on a per diem basis for each child based upon the child's program type pursuant to the rate schedule in Section II. D. of this Agreement.

M. Billing Procedure

Unit Definition: One unit equals the initial calendar day of placement of a referred child or any 24-hour period thereafter where a child is receiving basic supervision

and care, and any specialized services as defined by this Agreement. The last day of a child's placement shall not be counted as a unit.

The Contractor shall submit through the MiSACWIS system the bi-weekly roster for any youth in the Contractor's care per the instructions within the MiSACWIS system. The billing shall indicate the units of service provided by the Contractor and shall be submitted to DHS within 30 days from the end of the billing period.

No original request for payment submitted by the Contractor more than three years after the close of the two week billing period during which services were provided shall be honored for payment.

N. Private Agency MiSACWIS

The Contractor shall ensure that residential payment staff has access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) through a web-based interface, henceforth referred to as the "MiSACWIS application." Requirements for MiSACWIS for CCI contracts may be found at http://www.michigan.gov/dhs/0,4562,7-124-5455_7199---,00.html

O. Cost Reporting

The Contractor shall submit annual financial cost reports based on the state's fiscal year which begins October 1 and ends September 30 in the following calendar year. The reports shall contain the actual costs incurred by providers in delivering services required in this agreement to DHS clients for the reporting period. Costs for non-DHS children are not to be included. Reports will be submitted using a template provided by DHS. The financial reports shall be submitted annually, and will be due November 30 of each fiscal year. The Contractor must comply with all other program and fiscal reporting procedures as are or may hereinafter be established by DHS.

Contractors with a newly-established per diem rate shall submit a 12-month report using the DHS-573, Foster Care Cost Documentation, reporting actual costs in the same format as the projected costs. This report will be used to validate the newly-established per diem rate. If the actual per diem rate is significantly below the established (original) per diem rate, the rate will be reduced retroactive to the agreement begin date. Any overpayment must be refunded for all days of care paid at the higher (original) per diem rate. The Contractor shall refund the overpayment within 45 days of receiving notification of the overpayment.

The begin date for the initial 12-month reporting period shall be the date of acceptance of the first referral. The 12-month report shall be due 60 days after the reporting period ends.

P. Financial Audit Requirements

This Agreement constitutes a vendor relationship with DHS.

1. The Contractor shall have an annual financial audit conducted by an independent certified public accountant. Audits must be conducted in compliance with Generally Accepted Accounting Principles (GAAP) and all federal audit requirements.
2. The Contractor shall submit to DHS – Office of Contracts and Purchasing, no later than the fifteenth day of the ninth month following the end of the Contractor's fiscal year, copies of:
 - a. Audited financial statements.
 - b. The Independent Auditor's Report to the Contractor.
 - c. A Supplemental Schedule of Expenditures (SSE) completed in accordance with the SSE instructions. The SSE shall identify actual costs incurred for services performed under this Agreement for the period covered in the annual financial audit. Failure to submit the SSE with the annual financial audit may result in delay in payment or non-payment by DHS for administrative costs incurred or services rendered by the Contractor. Instructions for the SSE can be found at http://www.michigan.gov/dhs/0,4562,7-124-5455_7199---,00.html

Reports shall be submitted electronically to DHS-OCP@michigan.gov.

3. If an OMB-A133 Audit is required because of other Federal funding sources, the Contractor is required to provide the Audit report and all opinions and management letters to DHS-OCP@michigan.gov. The Audit must be submitted no later than the fifteenth day of the ninth month following the end of the Contractor's fiscal year.

II. DHS RESPONSIBILITIES

A. Referrals

1. DHS shall be responsible for determination of client eligibility for funding.
2. The referring child placing agency shall provide to the Contractor referral material which complies with this Agreement.
3. DHS shall not transfer legal responsibility for any child to the Contractor except as provided herein.

B. Referral Packet

At the time of referral, JJAU shall provide the Contractor with a referral packet, which shall include at a minimum:

1. A copy of the commitment order or placement and care order from the court, or appropriate documentation of authorization from the local law enforcement agency.
2. A copy of the Initial Service Plan, and Updated Service Plan(s), from prior placement(s) if applicable. If any of these documents are incomplete at placement, the completed materials must be forwarded to the Contractor within 10 business days of the child's placement.
3. A photocopy of the birth verification, or copy of the request for verification. DHS shall immediately forward a copy of the birth verification upon receipt.
4. A photocopy of the social security card or a screen print from Bridges identifying the child's social security number.
5. A copy of the Medical Passport (DHS-221).
6. If available, a copy of the Youth Health and Dental Record or other documentation of physical and dental examination(s) within the past 12 months and history, including immunization record.
7. A MiHealth card or the Medicaid (MA) recipient identification number, if the child is active for MA and the card is not available. If MA must be opened for the child, DHS shall provide a copy of the MA recipient ID number as soon as available.
8. An Initial Placement Outline and Information Record (DHS-3307), if required, or other documentation required by DHS policy as specified in the DHS Children's Services Policy.
9. Court study(ies)/report(s), when available.
10. Educational report(s), when available
11. A copy(ies) of all psychological/psychiatric report(s), when available.
12. Exception request approval from the Bureau of Children of Adult Licensing for the placement of abuse/neglect delinquent youth in a juvenile justice program.
13. Copies of Psychotropic Medication Consent (DHS-1643) for current prescription.

C. Service Planning and Delivery

1. DHS shall cooperate with the Contractor in completing the DHS-3600 and in developing a service plan for the child and family. DHS shall ensure the Contractor receives the Initial Service Agreement (DHS-3600) at the time of the child's admission in the identified program. In event of an emergency placement, the DHS-3600 shall be completed/signed no later than the first working day following placement. If the child is to remain in the Contractor's care beyond 10 months the local DHS office shall initiate a new DHS-3600 at 10 months following the date of placement.
2. The JJS/Child Care Worker shall complete a Supplemental Updated Service Plan (SUSP) and forward it to the Contractor 120 days after the assignment and every 90 days thereafter.
3. When a child is placed in an out-of-county, private, child-caring institution and the local DHS office requests monitoring service from the local DHS office where the child is placed, DHS shall ensure that the DHS-3600 clearly states which DHS local office is responsible for ongoing monitoring of the child's care. DHS will also ensure that the DHS-3600 states whether the Contractor or the referring caseworker shall be responsible for ongoing service to the child's family. In the event of an emergency placement, the worker placing the child shall ensure that the DHS-3600 is completed and signed no later than the first working day following placement.
4. The JJS/Child Care Worker with case planning responsibility for the youth shall review and approve, or request modification of, the Contractor's 30 day Initial Treatment Plan and each Updated Treatment Plan submitted by the Contractor as required by the JJ Policy J2 230. Upon receipt of a treatment or release plan from the Contractor, the JJS is to complete a SUSP and submit it to the Contractor as a response to the treatment plan.
5. The JJS/Child Care Worker shall provide the Contractor a copy of the Payment Authorization (DHS-626) at the time of placement for all State paid placements.
6. The JJS/Child Care Worker shall assure that the child has a basic wardrobe, as defined and documented by the Clothing Inventory Checklist (DHS-3377) upon entering the Contractor's care.
7. The JJS/Child Care Worker , except in emergencies or when constrained by a court order or parental demand, shall give at least 30 calendar days notification to the Contractor of any discharge decision made without the Contractor's concurrence.

8. In the event that the Contractor provides a written notification of the decision to terminate a child's placement in 30 calendar days, the DHS/JJ provider supervising the placement shall:
 - a. Acknowledge receipt of the notification within five business days.
 - b. Provide at least weekly contacts with the Contractor to advise of progress in arranging another placement.
 - c. Move the child from the Contractor's care within 30 calendar days, unless the DHS/JJ provider supervising the placement and the Contractor agree in writing on a later date.
9. Upon the Contractor's request, and if the conditions specified in this Agreement, related to a child who is a danger to self or others have been met, the DHS/JJ provider supervising the placement shall remove the child within 24 hours.
10. The primary DHS/JJ case manager shall visit the child every month, which includes observing the child's daily living and sleeping areas. The Contractor shall allow the case manager to meet in private with the child during a portion of each monthly visit.
11. The Contractor shall allow the DHS/JJ case manager or another staff designated by the DHS/JJ provider to visit the child face-to-face upon request, and shall provide a place for them to meet privately, if requested.
12. If a DHS/JJ staff person does not meet the responsibilities outlined in this Agreement, the Contractor shall notify the local DHS office county director responsible for case management planning. If the dispute is not resolved, the Contractor is to contact the DHS Director of Field Operations, located in DHS Central Administration.

D. Payments

DHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

For each residential care program type, the Contractor shall be reimbursed according to the rate set for children in that program type as provided below.

1. The per diem rate(s) for services provided under this Agreement shall be

<u>Service Code</u>	<u>Service Category</u>	<u>Rate</u>	<u>Eff. Date</u>
xxx	xxx	xxx	xxx

2. For County Child Care Fund funded children, DHS is not statutorily obligated to make payment to the Contractor. Payment for these children is the statutory responsibility of the County. If payment is not made, DHS shall make reasonable efforts to assist the Contractor to obtain payment.
3. If an individual youth requires specialized programming which is outside the Contractor's normal program components, but which is within the Contractor's ability to provide care, a special payment for this programming may be negotiated between the Contractor, the local DHS office, BCAL and through DHS Children's Services Administration.

E. Legal or Court Related

DHS shall involve the Contractor, to the extent allowed by law, in matters relating to any legal or court activities concerning the child while in the Contractor's care. If the Contractor is to be involved in the court proceedings, DHS shall provide the Contractor with written reports for court use upon request, subject to confidentiality requirements imposed by statute.

F. Performance Evaluation and Monitoring

The services provided by the Contractor under this Agreement shall be evaluated and assessed at least annually by DHS on the basis of the criteria outlined in Section I.G.

xxx

Attachment A: Residential Foster Care Program Types

The Contractor shall ensure access to the elements of residential care outlined in the DHS BCAL standards specific to the license listed in Section I, Part C. Additionally, the Contractor shall ensure access to those services outlined in Section I.J.1-23 of this Agreement for each residential program type.

1. General Residential

Definition

General Residential treatment services provide a time limited, interdisciplinary, psycho-educational, and therapeutic 24-hour-a-day structured program with community linkages, provided through non-coercive, coordinated, individualized care, specialized services, and interventions with the aim of reducing the youth's risk level for future criminal behavior and strengthening the use of pro-social behaviors.

Symptomology

Youth has exhibited criminal behaviors that has resulted in a criminal conviction or adjudication and necessitates general cognitive and behavioral interventions to reduce the risk of further criminal activity. Such behaviors could include, but may not be limited to: aggressive episodes, stealing or petty theft; vandalism; inappropriate social interactions (threatening behavior, inappropriate language, disruptive school behavior, failure to adhere to rules, incorrigibility in not following adult directives), drug use or sales, assaultive behavior, possession or use of weapons, and/or reactions to past trauma, which results in maladaptive behaviors.

Standardized Assessment Tool

The contractor shall utilize assessment tools identified in Section I.J.2 to assess the child's overall progress in functioning while in the residential program.

The Contractor shall administer the assessment tools within 30 calendar days of admission, and quarterly thereafter until planned discharge. An unplanned discharge is defined as an immediate (one calendar day or less) move from the Contractor's program as directed by the court or caseworker. Children who are discharged to AWOLP are also considered an unplanned discharge.

Services

For a child in the General Residential Treatment category, the Contractor shall ensure access to the basic elements of residential care outlined in the DHS Bureau of Children and Adult Licensing standards specific to the license listed in Article 1, Section C. Additionally, the Contractor shall provide individual, group and family therapy that promote acceptance of responsibility for previous criminal behavior, and development of demonstrated improved cognitive and behavioral skills (such as problem-solving, decision-making, goal setting and attainment, social interaction skills, and relapse prevention planning).

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct child care staff for every ten children during waking hours.
- b. Maintain a minimum of one on-duty direct child care staff for every 20 children during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 30 minutes during sleeping hours.

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section I.K. of this Agreement.

2. Mental Health and Behavior Stabilization

Definition

A mental health treatment program provides for the application of a comprehensive array of therapeutic services that include thorough psychiatric and clinical assessments and evaluations and corresponding treatment interventions designed to stabilize and treat the conditions of mental health/behavioral instability. Level of service intensity is tailored to and based on the needs of the child and the child's diagnosis at the time of intake.

Symptomology

Youth experiencing severe emotional and behavioral instability due to a variety of psychological and or psychiatric issues.as indicated through a DSM-V (or subsequent version) diagnosis.

A child currently experiencing or with a history of active unstable symptoms which may include: severely aggressive behavior toward self or others, psychotic symptoms (delusions, hallucinations, suicidal/homicidal ideations), and/or frequent severe emotional episodes. The child is non-compliant with and/or not stabilized on medication. The child has a high risk of serious self-harm and aggression. Lack of intact thought process.

Standardized Assessment Tool

The contractor shall utilize assessment tools identified in Section I.J.2 to assess the child's overall progress in functioning while in the residential program.

The Contractor shall administer the assessment tools within 30 calendar days of admission, and quarterly thereafter until planned discharge. An unplanned discharge is defined as an immediate (one calendar day or less) move from the Contractor's

program as directed by the court or caseworker. Children who are discharged to AWOLP are also considered an unplanned discharge.

Services

The child shall have a comprehensive psychiatric consultation within seven calendar days but no more than 15 calendar days of the child's admission into the program. The consultation shall include current and past psychiatric history, medical/developmental history, social history, family history, mental status exam, medication review, and a diagnosis and treatment recommendation. The consultation shall be conducted face to face or via telepsychiatry if face to face is not possible.

- a. Nurse oversight of physical interaction with psychotropic medication.
- b. Individual therapy shall occur more than one time per week.
- c. Group and/or family therapy shall be provided as outlined in the child's treatment plan.
- d. Self-help groups as needed.
- e. Family activity programs.
- f. Independent living skills assessment/preparation and community reintegration.
- g. 1:1 staff/child ratio, if required for child safety. The request for 1:1 staffing must be approved in writing to BCAL by email or fax.

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct child care staff for every five children during waking hours.
- b. Maintain a minimum of one on-duty direct child care staff for every 10 children during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 30 minutes during sleeping hours.

Outcomes Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section I.K. of this Agreement.

3. Sex Offender/Sexually Reactive Program

Definition

A sex offender treatment program uses a bio-psycho-social approach with evidence based components, to address sexually reactive and deviant behaviors. Therapists provide individualized treatment plans with a variety of modalities, such as psych-education, play therapy, sensory regulation, individual, group and family therapy. Therapeutic approaches include Cognitive-Behavioral Therapy (CBT), experiential therapies, psycho-educational presentations, psychopharmacological interventions, family systems theory, and integrative therapies.

Treatment approaches are gender specific and age appropriate. Treatment options for residents with aggressiveness, attachment problems, sadistic behaviors, grief and loss issues, and impulse control problems are included in the residential program. Skills training in aggression replacement, anger management, social skills, activities for daily living, coping skills, and communication skills is provided.

Symptomology

A youth who has been convicted or adjudicated for criminal sexual conduct or has a documented history of sexually deviant behavior.

Standardized Assessment Tool

In addition to the assessment tools outlined in Section I.J.2, the contractor shall utilize the Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR) or Juvenile Sex Offender Assessment Protocol (J-SOAP) to assess the child's overall progress while in the residential program.

The Contractor shall administer the assessment tools within 30 calendar days of admission, and quarterly thereafter until planned discharge. An unplanned discharge is defined as an immediate (one calendar day or less) move from the Contractor's program as directed by the court or caseworker. Children who are discharged to AWOLP are also considered an unplanned discharge.

The tool shall be utilized by a professional trained in the utilization of the identified tool.

Services

- a. A comprehensive assessment is completed, using a variety of applicable standardized assessment tools, such as the ERASOR (Youth Version) or J-SOAP that takes into consideration the family, cultural and social influences that have an impact on a young person.
- b. More intensive individual, group or family therapy, which may be a combination of several types of therapy based on need
- c. Conducting additional life skills assessment with a standardized tool such as the Daniel Memorial or Ansell-Casey.
- d. Sex offender treatment group therapy, which will include components featuring anger management, sex education, healthy sexuality and deviancy reduction, recidivism prevention, and victim awareness and empathy
- e. Introduction to self-help groups and relapse prevention strategies.
- f. Inclusion of family members in treatment planning and social activities.
- g. Additional staffing to ensure appropriate levels of supervision

The length of time a child is in any particular phase is dependent on the individual child and treatment plan.

Service Provider Qualifications

Therapists shall be persons that meet the qualifications outlined Section I.J.7.b and have experience working with children who have displayed sexually inappropriate behavior or be supervised by a therapist with the experience and qualifications outlines in Section I.J.7.b.

Staffing Ratios/Room Assignments

The Contractor shall:

- a. Provide a minimum of one on-duty direct child care staff for every six children during waking hours.
- b. Maintain a minimum of one on-duty direct child care staff for every 10 children during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 30 minutes during sleeping hours.

Single occupancy rooms are highly recommended. If children must share a room, frequent (every 10 but no less than 15 minutes) and random room checks shall be conducted, regardless of the use of video monitoring systems.

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section I.K. of this Agreement in addition to the outcomes identified below.

- a. 100% of children will have a relapse prevention plan upon a planned release.
- b. 85% of children will demonstrate Stage of Change improvement/progress related to the identified assessment tool.
- c. 95% of planned releases will demonstrate reduced risk level on a standardized and approved sexual offending risk instrument such as the ERASOR (Youth Version) or J-SOAP.

4. Developmentally Disabled and Cognitively Impaired Program

Definition

Residential care services for children with developmental disabilities consists of individualized services that include structure and support in mastering activities of daily living, developing positive self-protective skills, community integration, behavior plans and interventions, including mental health treatment as needed. Services are planned, delivered and supervised within a framework of maintaining and improving child health and safety while working to increase each child's level of independence and self-confidence. Therapeutic services are designed and delivered to engage the client at his or her level of functioning. Residential providers support children in their

treatment, school programs, adult transition planning and, when it is a part of the child's individual plan, preserving connection with their families.

Cognitively impaired is defined as mild to moderate (IQs 45 to 69), cognitively impaired children.

Developmentally disabled is defined as an individual diagnosed with a mental disorder which significantly impacts their adaptive functioning and ability to care for themselves and generally is considered a lifelong condition. Examples include Autism Spectrum Disorders (Autism, Asperger's Disorder, Pervasive Developmental Disorder), Fetal Alcohol, Traumatic Brain Injury, etc.

Symptomology

Children experiencing significant adjustment problems at home, in school, and/or in the community as a result of serious emotional disturbance (SED) with or without substance use or dependence symptoms, concurrent with cognitive impairments.

Children experiencing significant adjustment problems at home, in school, or in the community concurrent with cognitive impairment or developmental disability, emotional impairment and behavioral concerns that cannot be addressed in a less restrictive placement.

Children may be currently experiencing or have a history of active unstable symptoms which may include: severely aggressive behavior toward self or others, psychotic symptoms (delusions, hallucinations, suicidal/homicidal ideations), and/or frequent severe emotional episodes. The child is non-compliant with and/or not stabilized on medication. The child has a high risk of serious self-harm and aggression. Lack of intact thought process.

Standardized Assessment Tool

The Contractor shall utilize a standardized assessment tool as defined in the Contractor's program statement to assess the child's overall progress in functioning while in the residential program.

The Contractor shall administer the assessment tools within 30 calendar days of admission and quarterly thereafter until planned discharge. An unplanned discharge is defined as an immediate (one calendar day or less) move from the Contractor's program as directed by the court or caseworker. Children who are discharged to AWOLP are also considered an unplanned discharge.

The tool shall be utilized by a professional trained in the utilization of the identified tool.

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct child care staff for every five children during waking hours.
- b. Maintain a minimum of one on-duty direct child care staff for every 10 children during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 30 minutes during sleeping hours.

Services

- a. Additional psychiatric or psychological services/testing including but not limited to diagnostic interviews, medication reviews, individual therapy, and staff consultation
- b. More intensive activity-based individual and specialized group therapy
- c. Self-help groups as needed
- d. Family counseling and/or family activity programs
- e. Additional independent living skills assessment/preparation and community reintegration

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section I.K. of this Agreement in addition to the outcomes identified below.

- a. Eighty percent of clients will demonstrate progress in receptive and expressive skills as shown by a communication skills assessment prior to discharge.
- b. Eighty percent of clients will demonstrate an understanding of their environment and manage their response as shown by a reduction in negative behaviors and an increase in the ability to appropriately express feelings and needs at the time of discharge.
- c. Ninety five percent of planned releases will demonstrate improved scores on a standardized and approved life skills inventory

5. Substance Abuse Rehabilitation

Definition

The application of a comprehensive array of services that are supportive of substance use prevention and recovery. Treatment for substance use conditions is an intensive service for persons acutely affected by alcohol or other drug problems. Treatment addresses the full range of related issues, including: achievement and maintenance of sobriety or abstinence; health and mental health needs; counseling and/or

psychotherapy; education; and improved social, emotional, psychological, cognitive, and vocational functioning.

Symptomology

Youth experiencing substance use or dependence issues and/or related severe behavioral instability. Youth whose personality style continues to contribute to their difficulties and who requires intensive substance abuse and secondary prevention services or recovery and relapse prevention. Moderate risk of aggression. Poor, but intact thought processes.

Standardized Assessment Tool

In addition to the assessment tools outlined in Section I.J.2, the Contractor shall utilize a published standardized assessment tool as defined in the Contractor's program statement to assess the child's overall progress in functioning while in the residential program.

The Contractor shall administer the assessment tools within 30 calendar days of admission and quarterly thereafter until planned discharge. An unplanned discharge is defined as an immediate (one calendar day or less) move from the Contractor's program as directed by the court or caseworker. Children who are discharged to AWOLP are also considered an unplanned discharge.

The tool shall be utilized by a professional trained in administering the identified tool.

Staffing Qualifications

Therapists shall have appropriate certifications as outlined in the Michigan Certification Board for Addiction Professionals.

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct child contact staff for every six children during waking hours.
- b. Maintain a minimum of one on-duty direct child contact staff for every ten children during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 30 minutes during sleeping hours.

Services

- a. Additional psychiatric or psychological services/testing including but not limited to diagnostic interviews, medication reviews, staff consultation, screening for co-morbidity
- b. More intensive activity-based individual therapy as well as specialized group therapy, multi-family therapy or didactic group counseling

- c. Self-help groups and/or sober leisure skill development as needed
- d. Family counseling and/or family activity programs
- e. Additional Independent living skills assessment/preparation and community reintegration

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section I.K. of this Agreement in addition to the outcomes identified below.

- a. One hundred percent of children will have a plan including relapse prevention and recommended services upon a planned discharge.
- b. Ninety five percent of planned releases will be referred to a community support group for at least 90 days following placement release.
- c. Ninety five percent of planned releases will demonstrate a reduced risk score on an approved substance abuse risk instrument.

Attachment B: Glossary of Acronyms and Forms

AAPI:	Adult-Adolescent Parenting Inventory
ABPN:	American Board of Psychiatry and Neurology
AWOLP:	Absent Without Legal Permission
BCAL:	Bureau of Children and Adult Licensing
CANS:	Child Assessment of Needs and Strengths
CCI:	Child Caring Institution
CBT:	Cognitive Behavioral Therapy
DCQI:	Division of Continuous Quality Improvement
ERASOR:	Estimate of Risk of Adolescent Sexual Offense Recidivism
FOM:	Foster Care Online Manual
GED:	General Education Development
IEP:	Individualized Education Plan
IEPT:	Individual Education Program Team
JJ:	Juvenile Justice Manual
JJOLT:	Juvenile Justice Online Technology
J-SOAP:	Juvenile Sex Offender Assessment Protocol
LGAL:	Legal Guardian ad Litem
MISACWIS:	Statewide Automated Child Welfare Information System
PAFC:	Placement Agency Foster Care Provider
PTSD:	Post-Traumatic Stress Disorder
SED:	Serious Emotional Disturbance

DHS-65:	Children's Foster Care Initial Service Plan
DHS-66:	Updated Service Plan
DHS-69:	Foster Care Juvenile Justice Action Summary
DHS-221:	Medical Passport
DHS-365:	Residential Initial Treatment Plan
DHS-366:	Residential Updated Treatment Plan
DHS-626-YA:	Foster Care Payment Authorization
DHS-1643:	Psychotropic Medication Consent
DHS-3307:	Initial Placement Outline and Information Record
DHS-3377:	Clothing Inventory Checklist
DHS-3600:	Individual Service Agreement
DHS-4765-YA:	Young Adult Voluntary Foster Care Invoice